

**TIFERES
BNOS**

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**תפארת
בנות**

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בס"ד

To: Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

Subject: Appeal of USAC Funding Decision - Docket 02-6

Request For Review

From: Tiferes Bnos
School Entity #: **16051998**

We would like to appeal the decision by USAC to rescind funding for FRN 2403771, 2403772 of form 471 # 881819 and FRN 2403770 of form 471 # 881817.

On the Notification of Commitment Adjustment Letter dated 03/25/2014 it states: "After multiple requests for documentation and application review, it has been determined that this funding commitment must be rescinded in full. The applicant did not have a contract in place at the time of submission of the FCC Form 471. This determination was based on the applicant not responding to request for a copy of contract in place at time of the FCC Form 471 submission. FCC rules require applicants to have a valid contract as defined by the applicants state procurement laws and regulations at the time they submit the FCC Form 471. Since the applicant was unable to demonstrate that they had a contract in place at the time of submission of the FCC Form 471 that meets the state laws definition of a valid contract, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant."

We had previously appealed this decision directly with USAC, but our appeal was denied without directly responding to our argument that this service is actually received on a month-to-month basis thus no contract is needed.

The services we receive from Jay Tel are clearly billed as month-to-month. During the review we informed the reviewer that no contract was signed for this FRN. The rider that we signed later after the application was filed was not meant as contract. It was not meant to commit ourselves to the vendor for any specific time frame.

We are clearly allowed to change vendors at any time. The rider was only meant to guarantee the vendor that the school will be responsible to pay the vendor the full 100% (not just the 10%) in the event that USAC does not pay the vendor in a reasonable timeframe.

David Prushinowski, Director

A handwritten signature in blue ink, appearing to read "David R.", followed by a horizontal line.